

REMARKS

1. Applicant herewith corrects a typographical error in the response dated
- 5 January 19, 2005.
2. Further, applicant notes that the previously submitted response, dated January 19, 2005, indicated that the summary of the invention, which was to be replaced in its entirety, was to be found at page 2, line 25 – page 3, line 15 of the specification. Applicant believes the correct citation is page 2, line 19 –
- 10 page 3, line 2. In any event, it is applicant's intent that the entire summary of the invention be replaced.
3. Applicant thanks the Examiner for his courtesy and assistance during an interview, which was held on 2 August 2005. During the interview, the Examiner indicated that Claims 14 and 15 were in allowable condition.
- 15 Responsive thereto, Applicant has canceled all pending claims in the application except for Claims 14 and 15. Applicant cancels these claims without prejudice to the Applicant's right to pursue claim coverage of a similar scope in a further submission to the Patent Office at a later time. However, for purposes of expediency and efficiency, Applicant now chooses to accept
- 20 Claims 14 and 15 and to issue a U.S. patent on same.

Respectfully submitted,



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Michael A. Glenn
Reg. No. 30,176

Customer No. 22,362

REPLACEMENT PAGE

compliance with the credit limits set forth in the credit limits database for said buyers.

As a more particular example, claim 1 is patentably distinguishable from the applied art because the applied art does not show the claimed combination including "a credit limits database containing credit limits applicable to buyers' accounts receivables that are subject to existing third party financing, the credit limits dictated by factors including terms of said third party financing." Rather than any concern with the status of buyers' ongoing accounts receivables vis-à-vis credit limits dictated by third party financing, Field is concerned with selling debt and hence, future financing of the accounts receivables. In this spirit, Field is said to provide a "computerized system that will allow healthcare providers to access the commercial paper market by "selling" their patient claims to asset backed commercial paper conduits." [Field: Abstract] Thus, Field does not disclose any database of credit limits applicable to buyer's accounts receivables, as claimed.

Field also lacks "a credit limits tester performing substantially real time checking of buyers' invoices in the accounts receivable database to ensure compliance with credit limit information set forth in the credit limits database for said buyers." Although Field purportedly does some computations related to credit risk exposure, this is unrelated to the checking of buyers invoices. Rather, Field is said to perform calculations such as the total amount advanced to each payor, divided by the total amount advanced to all payors, etc. [Field: col. 13, lines 3-24] And, although Field is broadly alleged to generate accounting detail for controlling and auditing the provider's participation in the commercial paper conduit program, Field's disclosure is silent as to the nature of such detail, and the steps that an ordinarily skilled artisan would take to actually utilize such detail to actually carry out such control and auditing. Finally, Field does not perform any updating substantially in real time, as required. [Field: col. 6, lines 51-67; FIG. 6, 21]

In view of the foregoing, the features of claim 1 are absent from Field. Further, for similar reasons, independent claims 14-16 are distinguished from the applied art. And, even without considering any individual merits of claims